



AGENDA REPORT

SAN CLEMENTE CITY COUNCIL MEETING
Meeting Date: December 21, 2021

Agenda Item 66

Approvals:

City Manager CS

Dept. Head [Signature]

Attorney [Signature]

Finance [Signature]

Department: Public Works / Engineering Division
Prepared By: Amir K. Ilkhanipour, Senior Civil Engineer

Subject: **CONSTRUCTION CONTRACT AWARD TO DIAMOND CONSTRUCTION & DESIGN FOR THE CALLE REAL WATERLINE IMPROVEMENTS, CIP PROJECT NO. 19516.**

Fiscal Impact: Yes. The estimated total construction cost of \$846,974 is within the approved project budget of \$4,827,630 available from the Calle Real Pump Station Rehabilitation, CIP Project No, 19516.

Summary: Staff recommends approval of a construction contract with Diamond Construction & Design in the amount of \$846,974 for the Calle Real Waterline Improvements.

Background: Currently, Calle Real Pump Station conveys water to Reservoir No. 6. and the pump station has met its useful life and is in need of replacement. The station will be upgraded with new equipment to support operational changes in the water distribution system. The upgraded station will pump water to Reservoir No. 10 since Reservoir No. 6 is planned to be removed from service.

The upgraded system will provide system redundancy for improved reliability in the event of an unplanned outage. Prior to upgrading the pump station (Phase II), the existing 8-inch discharge waterline within Calle Real has to be replaced with a 12-inch waterline and a pressure reducing valve (PRV) needs to be constructed (Phase I) in order to meet the operational water pressure requirements. Construction of Phase I water line and PRV improvements will facilitate the construction of Phase II pump station by providing customers with a source of water from Reservoir 10 while the pump station is under construction.

A bid package was advertised for public bidding and bids were received on October 27, 2021, ranging from \$846,974 to \$1,202,243, as shown on Attachment 2. The lowest responsive bidder was Diamond Construction & Design, La Habra, California with a total bid of \$846,974. Based on the low bid, construction costs are estimated as follows:

Construction Contract	\$ 846,974
Construction Management, Administration	
Soil testing and Inspection	100,000
Project Contingency (20%)	170,000
Total Estimated Construction Costs	\$1,116,974

As required by City Policy and State Law, the Contractor will be required to provide performance and payment bonds simultaneously with execution of the construction contract (Attachment 3). A warranty bond will also be required prior to City Council acceptance of the project. Project plans and specifications are on file in the City Clerk's office.

Recommended

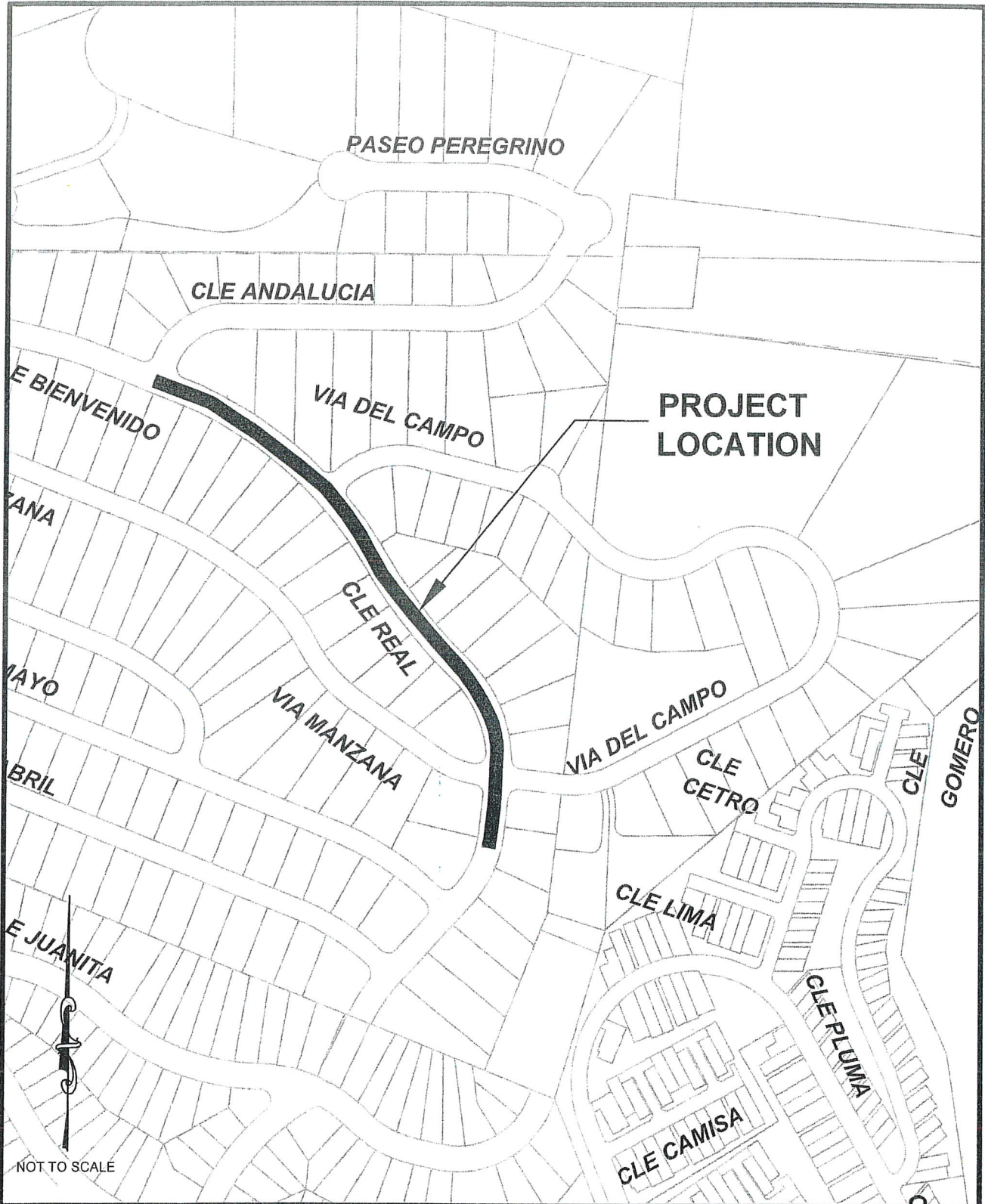
Action: Staff Recommends That the City Council:

1. Approve the Plans and Specifications for the Calle Real Waterline Improvements, CIP Project No. 19516; and
2. Approve and authorize the Public Works Director to execute Contract No. _____, by and between the City of San Clemente and Diamond Construction & Design, in the amount of \$846,974, for the Calle Real Waterline Improvements, CIP Project No. 19516.

- Attachments:**
1. Location Map
 2. Bidders' List
 3. Contract without attachments

Notification: None.

s:\cd\engineering\secure\admin\2021\12-21-21\12-21-21-1r.docx



S:\public\CMAS\GIS\Users Files\Joke Ohano\CAD\Location Plan (Admin Report).dwg Tuesday, December 7, 2021 3:27:10 PM



City of San Clemente

910 Calle Negocio, Suite 100
San Clemente, CA 92673
Tel (949) 361-6100
Fax (949) 361-8316

LOCATION MAP
Calle Real Waterline
Improvements

PN 19516

Attachment 2

Bid Results for Calle Real Waterline Improvements Project (PN 19516)
 Issued on 09/23/2021
 Bid Due on October 27, 2021 2:00 PM (PDT)

Contractor Name	Address	City	State	Zip Code	Bid Amount	Format
Diamond Construction & Design	921 N. Harbor Blv #622	La Habra	CA	90631	\$846,974.03	Electronic
GCI Construction, Inc.	1031 Calle Recodo, Suite D	San Clemente	CA	92673	\$925,996.75	Electronic
PALP dba Excel	2230 Lemon Ave.	Long Beach	CA	90806	\$943,100.00	Electronic
Ferreira Construction Co., Inc.	10370 Commerce Center Drive Suite B200	Rancho Cucarno	CA	91730	\$1,001,220.00	Electronic
Dominguez General Engineering, Inc.	11096 Pipeline Ave	Pomona	CA	91766	\$1,125,675.00	Electronic
T.E. Roberts, Inc.	306 W. Katella Avenue Unit B	Orange	CA	92867	\$1,202,243.00	Electronic

SECTION 00500
CONTRACT

THIS CONTRACT is made this _____ day of _____, 2021, in the County of Orange, State of California, by and between the City of San Clemente hereinafter called City, and Diamond Construction & Design, hereinafter called Contractor. City and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1. SCOPE OF WORK. The Contractor shall perform all Work within the time stipulated the contract and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5 below for the following Project:

CALLE REAL WATERLINE IMPROVEMENTS, PROJECT NO. 19516

The Contractor and its surety shall be liable to City for any damages arising as a result of the Contractor's failure to comply with this obligation.

ARTICLE 2. TIME FOR COMPLETION. The Work shall be commenced on the date stated in City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within 130 working days from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

ARTICLE 3. CONTRACT PRICE. City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of Eight Hundred Thousand Forty Six and Nine Hundred Seventy Four Dollars (\$846,974). Payment shall be made as set forth in the General Conditions.

At any time during the term of the Contract, City may, pursuant to the terms and provisions of the Contract Documents, request that the Contractor perform additional work. Contractor shall not perform, nor be compensated for, additional work without written authorization from the City pursuant to the terms and provisions of the Contract Documents.

ARTICLE 4. LIQUIDATED DAMAGES/EARLY COMPLETION INCENTIVE. In accordance with Government Code section 53069.85, it is agreed that the Contractor will pay City the sum of \$1,000 for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event that Liquidated Damages are not paid, the Contractor agrees City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.

ARTICLE 5. COMPONENT PARTS OF THE CONTRACT. The "Contract Documents" include the following:

Notice Inviting Bids
Instructions to Bidders
Bid Form
Contractor's Certificate Regarding Workers' Compensation

SECTION 00500
CONTRACT

Bid Bond
Designation of Subcontractors
Information Required of Bidders
Noncollusion Declaration form
Iran Contracting Act Certification
Public Works Contractor Registration Certification
Contract
Performance Bond
Payment Bond
General Conditions
Special Conditions
Technical Specifications
Addenda
Plans and Drawings
Approved and fully executed change orders
Any other documents contained in or incorporated into the Contract

The Contactor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

ARTICLE 6. PROVISIONS REQUIRED BY LAW. Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Project.

ARTICLE 7. INDEMNIFICATION. Contractor shall provide indemnification as set forth in the General Conditions.

ARTICLE 8. PREVAILING WAGES. Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at City of San Clemente Public Works Department or may be obtained online at <http://www.dir.ca.gov/dlsr>. and which must be posted at the job site.

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

SECTION 00500
CONTRACT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the respective dates set forth opposite of their signatures.

CITY OF SAN CLEMENTE

By: _____

Its: _____

Dated: _____, 20__

ATTEST:

CITY CLERK of the City of
San Clemente, California

**APPROVED AS TO FORM:
BEST BEST & KRIEGER**

City Attorney

**APPROVED AS TO AVAILABILITY
OF FUNDING:**

Finance Authorization

("CONTRACTOR")

By: _____

Its: _____

Dated: _____, 20__

END OF CONTRACT